



**ALAMOGORDO PUBLIC SCHOOLS  
REQUEST FOR QUALIFICATIONS  
COMMODITY CODES  
90927**

<b>RFQ ISSUE DATE</b>	<b>JULY 9, 2023</b>
<b>MANDATORY PRE-PROPOSAL MEETING IN PERSON/VIRTUAL</b>	<b>JULY 18, 2023 @ 2:00 PM</b>
<b>DEADLINE FOR WRITTEN QUESTIONS</b>	<b>AUGUST 3, 2023 @ 2:00 PM</b>
<b>APS RESPONSE TO WRITTEN QUESTIONS</b>	<b>AUGUST 4, 2023 @ 5:00 PM</b>
<b>RFQ DUE DATE AND TIME</b>	<b>AUGUST 11, 2023 @ 3:00 PM</b>
<b>EVALUATION OF SUBMISSIONS</b>	<b>AUGUST 14, 2023</b>
<b>DATE OF AWARD</b>	<b>TBD</b>

**PROPOSALS MUST BE RECEIVED BY THE DUE DATE AND TIME IN ORDER TO BE CONSIDERED RESPONSIVE TO THIS SOLICITATION. NO PROPOSALS WILL BE RECEIVED AND OR CONSIDERED AFTER THE DUE DATE AND TIME.**

**District Contact Information**

<b>Name/Title</b>	<b>Marie Bouma, Chief Procurement Officer</b>
<b>Phone Number</b>	<b>575-812-6044</b>
<b>E-Mail</b>	<b>marie.bouma@alamogordoschools.org</b>

*Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Proposers may contact **ONLY** the Chief Procurement Officer regarding this procurement. Other APS employees or Evaluation Committee members do not have the authority to respond on behalf of APS. Communications directed to parties other than the Chief Procurement Officer will have no legal bearing on this RFQ or the resulting contract(s). All responses from Alamogordo Public Schools will be provided in writing to all Proposers by addendum. Proposers are encouraged to submit proposals electronically via Alamogordo Public Schools vendor registry portal at the link below.*

**[APS Vendor Registry Portal](#)**

**LEGAL NOTICE**

**REQUEST FOR QUALIFICATIONS**

**RFP NO: 2024-001**

**Commodity Codes**

**90927**

The Board of Education for Alamogordo Public Schools is requesting competitive sealed qualifications for Holloman Construction Manager at Risk.

A copy of the Request for Qualifications can be obtained beginning Sunday, July 9, 2023, on the Alamogordo Public Schools website

<https://www.alamogordoschools.org/district/departments/business-and-finance/procurement.stml>

**or**

<https://vrapp.vendorregistry.com/Bids>

*A mandatory, in person or virtual, pre-proposal meeting will be held on July 18, 2023 @ 2:00 pm – 1211 Hawaii Ave, Alamogordo, NM*

*Link will be posted via addendum on July 17 @ 3:00 PM on the APS website and vendor registry*

Proposals shall be received **no later than Friday, August 11, 2023 @ 3:00 PM  
Local Mountain Time**

**Via Alamogordo Public Schools Vendor Registry Portal**

<https://vrapp.vendorregistry.com/Bids>

**OR**

at the following address:

**Alamogordo Public Schools**

**Administration Building**

**1211 Hawaii Avenue**

**Alamogordo, NM 88310**

**Contact: Marie Bouma, Chief Procurement Officer**

**Email: [procurement@alamogordoschools.org](mailto:procurement@alamogordoschools.org)**

**Tel: (575)812.6044**

It is the responsibility of the Offeror to deliver the proposal to the appointed date, time, and location stated herein. Please note that **late proposals will not be accepted.**

The District reserves the right to reject any and all proposals and/or cancel this RFQ in its entirety.

***PUBLISH DATES***

***Sunday, July 9***

***Tuesday, July 11***

***Wednesday, July 12***

**REQUEST FOR QUALIFICATIONS  
FOR  
CONSTRUCTION MANAGER AT RISK**



**PROJECT:**

**ALAMOGORDO PUBLIC SCHOOLS  
Holloman Middle School**

**Request for Qualifications Number:**

**RFQ#: 2024-001**

**ALAMOGORDO PUBLIC SCHOOLS – PROCURMENT OFFICE**

**DATE: July 9<sup>th</sup>, 2023**

**ALAMOGORDO PUBLIC SCHOOLS  
1211 Hawaii Ave  
Alamogordo, NM 88310**

**Request For Qualifications Number: #2024-001**  
**RFQ Due Date and Time: August 11, 2023 by 3:00 P.M. MST**  
**TITLE: Construction Manager at Risk – Holloman Middle School Project**

Alamogordo Public Schools (“APS”) invites you to submit an offer for the material(s) and/or service(s) for the following Request for Qualifications (RFQ). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFQ may result in your offer being classified as unresponsive and disqualified.

**SUBMITTALS**

Offers must be submitted to the above address no later than the time and date specified above. All information must be entered in ink or typed, and corrections must be initialed.

Offers must be in a sealed envelope and must be clearly marked with the RFQ Number and Opening Date (see Offer Due By date above) in the lower lefthand corner. Failure to mark the sealed envelope may result in the Offer being opened early or the Offer being declared non-responsive.

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**CONTACT INFORMATION – CONTRACT SPECIALIST**

Buyer: Marie Bouma, Chief Procurement Officer  
Telephone: (575) 812-6044  
Email: [marie.bouma@alamogordoschools.org](mailto:marie.bouma@alamogordoschools.org)

**TECHNICAL CONTACT INFORMATION**

Name: Sanjay Kadu, AIA – Dekker Perich Sabatini  
Telephone: 505-761-9700  
Fax: 505-761-4222  
E-mail: [sanjayk@dpsdesign.org](mailto:sanjayk@dpsdesign.org)

**MANDATORY PRE-SUBMITTAL MEETING**

2:00 p.m., July 18, 2023 (attendance of this meeting is Mandatory for all Offerors)  
Physical Meeting Location: APS Board Room 1211 Hawaii Ave Alamogordo, NM 88310  
Virtual Meeting Link:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 263 488 811 87

Passcode: np7tD9

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 505-312-5027,,78712269#](#) United States, Albuquerque

Phone Conference ID: 787 122 69#

[Find a local number](#) | [Reset PIN](#)

**OTHER INFORMATION**

Proposer can upload their submission to the APS vendor Registry via the following link:

<https://vrapp.vendorregistry.com/Bids>

The proposer is required to submit ONE (1) original and FIVE (5) copies of their proposal and required supporting documentation of the proposer’s proposal if it is being mailed or delivered to APS district. Refer to Section III, paragraph 6.1 for further submission requirements.

**TERMS AND CONDITIONS**

The purchase of any material(s) and/or service(s) awarded under the RFP are subject to the specifications and to APS’s Standard Terms and Conditions. Offerors may submit alternate terms and conditions; however, APS reserves the right to reject the language if it is considered to not be in the best interest of APS.

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE OFFER:

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned, as an authorized representative for the Company named below, acknowledges that the offeror has examined this RFQ with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFQ and at the prices stated within the offer.

The undersigned further states that the company submitting this offer is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFQ.

New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NEW MEXICO GROSS RECEIPTS TAX NO \_\_\_\_\_

FEDERAL EMPLOYER ID NUMBER (FEIN) \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

PRINTED OR TYPED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## SECTION I

### INSTRUCTIONS TO OFFERORS

1. **ACKNOWLEDGEMENT OF ADDENDA:** Offerors shall acknowledge receipt of any addenda of this RFQ by identifying the addendums number and date in the space provided on the response form.
2. **AWARD INFORMATION:** Award information will be available by contacting APS's Purchasing Department.
3. **CANCELLATION:** The District reserves the right to cancel without penalty, this RFQ, the resultant purchase order, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
4. **CASH DISCOUNTS:** The District will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
5. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFQ. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered as part of this RFQ.
6. **COPIES OF OFFER:** Submit using hard copy, please submit the number of hard copies of your offer as stated on the cover sheet along with all supporting documents.
7. **LATE SUBMISSIONS:** Late submissions of offers will not be considered unless it is determined by the District that the late receipt was due solely to mishandling by the District or the offer is the only offer received. Late submissions will be returned unopened.
8. **MODIFICATIONS:** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.
9. **OFFEROR CLARIFICATION:** The Offeror should include a local or toll-free number and e-mail address for offer clarifications. Failure to do so may result in the offer being classified as non-responsive.
10. **PERIOD FOR OFFER ACCEPTANCE:** Offeror agrees that any offer made will be good for a period of sixty (60)-calendar days, an additional time period may be requested in the RFQ Scope of Work.
11. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right-hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

12. REJECTION OF OFFERS: The District reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the District.

13. SUBMISSIONS OF DRAWINGS/LITERATURE: The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the District. Returns shall only be made at the Offers request and expense.

14. TAXES: Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation.

15. WITHDRAWAL OF OFFERS: Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the award. Offerors requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

## **SECTION II**

### **REQUEST FOR QUALIFICATIONS (RFQ) STANDARD TERMS AND CONDITIONS**

Note: This document includes the Purchase Order Terms and Conditions as indicated by a preceding double asterisk (\*\*).

The General Terms and Conditions on the reverse side of APS's purchase order are an equal and integral part of this Request For Proposal (RFQ) and are noted by a preceding double asterisk (\*\*) beside the item number. The terms, conditions and specifications contained in this RFQ along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this RFQ, including any addenda. APS reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFQ. The contents of this RFQ, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the Contract. Should an Offeror object to any of the APS's Standard Terms and Conditions that Offeror must propose specific alternative language that would be acceptable to APS. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to APS and will result in disqualification of the Offeror's proposal. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any proposed changes to the terms and conditions attached to this RFQ including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFQ response will not be entertained by APS at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFQ or the resultant contract, will be ineffective and inapplicable.

APS reserves the right to reject a proposal on the basis the compromising language cannot be accepted by APS. Any additional terms and conditions which may be the subject of negotiation will be discussed only between APS and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.



An Awardee of a Price Agreement established with APS has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. **\*\*ACCEPTANCE AND REJECTION:** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the District is entitled to revoke acceptance of them the District may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the District's option. Seller shall reimburse the District for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. **ADDRESSES FOR NOTICES:** Any notice required to be given or which may be given under this RFQ or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

**Alamogordo Public Schools  
1211 Hawaii Ave  
Alamogordo, NM 88310**

Address if notice delivered to physical location:

**Alamogordo Public Schools  
1211 Hawaii Ave  
Alamogordo, NM 88310**

3. **BID SECURITY:** Bid security will be required at the Request for Proposal phase of this solicitation and not at the initial Request for Qualification phase. At the RFP Phase, bid security shall be required in a bond equal to five percent (5%) of the offered cost or the equivalent amount in a certified or cashier's check. The bond shall be provided by a surety company that is authorized to do business in the State of New Mexico. The bid security of the Offerors will be returned upon award of the contract. Bid security of any Offeror who withdraws an offer following the opening but prior to the award, may be retained by the District. Failure to include the bid security with your offer will result in your offer being declared non-responsive.

4. **CANCELLATION:** The District reserves the right to cancel, without penalty, this RFQ, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

5. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the District.

6. CLEAN UP: It is the Seller's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of work, all areas shall be cleared of all contractors' equipment excess materials and rubble.

7. **\*\*CONFLICT OF INTEREST:** Offerors who are invited to respond to the RFP Phase of this procurement shall be required to disclose to Alamogordo Public Schools the name(s) of any District employee or member of the School Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. A District employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict-of-interest Disclosure form with Alamogordo Public Schools.

8. **CAMPAIGN CONTRIBUTION DISCLOSURE, PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST, DEBARMENT/SUSPENSION CERTIFICATION:** At the RFP Phase of this procurement, Offerors invited to participate will be required to sign the attached CAMPAIGN CONTRIBUTION DISCLOSURE FORM (Appendix A), PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION (Appendix B), DEBARMENT / SUSPENSION CERTIFICATION FORM (Appendix C). Failure to provide the District with a completed Forms may result in the offer being considered non-responsive.

9. **DAMAGE AND SECURITY OF APS PROPERTY:** The Offeror shall be responsible for all damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his employees, agents and/or subcontractors. The Offeror shall save and keep harmless the District against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the Offeror's operations shall be repaired and/or restored to their original condition at the Offeror's expense, including but not limited to cleaning and painting.

10. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the District awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information.

If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the District shall examine the Seller's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent

the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11. **\*\*DISCOUNTS:** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the District's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

12. **DISRUPTION OF NORMAL ACTIVITY:** All work shall be performed so as not to interfere with normal District activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by the District's authorized representative prior to commencement of the work.

13. **\*\*ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS:** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

14. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under this RFQ must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFQ. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this RFQ.

15. **\*\*EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

16. **EQUIPMENT REQUIRED:** The Offeror shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFQ except as otherwise noted in the Specifications.

17. **\*\*F.O.B.:** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the District's designated campus address.

18. **\*\* GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

19. **\*\*HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** The parties agree to enter into a mutually acceptable amendment to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

20. **\*\*INDEMNIFICATION AND INSURANCE:** Indemnification and Insurance requirements will be contained in the general conditions for the contract for Construction Manager at Risk that will be provided in RFP document that will be sent to qualified Offerors in step two (RFP Phase) of this procurement.

Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of the District. The liability of the District will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 Et Seq. NMSA 1978, as amended.

21. **\*\*INDEPENDENT BUSINESS:** Neither Seller nor any of its agents shall be treated as an employee of the District for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all Federal, State and Local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the District is not Seller's sole or only client or customer.

22. **\*\*INSPECTION:** The District may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

23. **\*\*INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

24. **INSURANCE REQUIREMENTS:** Insurance requirements will be contained in the general conditions for the contract for Construction Manager at Risk that will be provided in RFP document that will be sent to qualified Offerors in step two (RFP Phase) of this procurement.

25. **LICENSES/PERMITS/EASEMENTS:** The seller shall be responsible for obtaining, at his Seller's expense, all easements, rights-of-way, accesses, licenses, permits, and utility locations required to perform the work under this RFQ.

26. **NEW MATERIALS REQUIRED:** All materials and equipment delivered and/or installed under this RFQ shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to the District's authorized representative. Due to grant requirements of the project's federal funding, The Build America, Buy America Act will be a requirement of this contract. The Build America, Buy America Act requires that all of the iron, steel, manufacturer products, and construction materials used in infrastructure projects are produced in the United States. In addition to the New Mexico Statutes Annotated (NMSA) and the State of New Mexico Procurement Code, this procurement will be governed by the Code of Federal Regulations (CFR) Any provisions in the Inflation Reduction Act would also govern the procurement

27. **SUBCONTRACTORS:** Any work, the cost of which meets or exceeds the threshold, sub-contracted by the Seller shall require the prior written approval of the subcontractor by the District. Use of subcontractors must be clearly explained in the proposal and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used.

28. **OSHA REGULATIONS:** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFQ. The Seller shall defend, indemnify, and hold the District free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

29. **\*\*OTHER APPLICABLE LAWS:** Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

30. **\*\*PATENT AND COPYRIGHT INDEMNITY:** Seller shall indemnify, defend and hold harmless the District against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

31. **\*\*PAYMENT TERMS:** Intentionally left blank.

32. **\*\*PAYROLL OR EMPLOYMENT TAXES:** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the District with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

33. **\*\*PENALTIES:** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities, and kickbacks.

34. **PERFORMANCE AND PAYMENT BONDS:** The requirements and timing of the performance and payment bonds will be contained in the contract for Construction Manager at Risk and general conditions for the contract for Construction Manager at Risk that will be presented to qualified Offerors in Phase two of this procurement.

35. **PROPOSAL NEGOTIATION:** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a best and final offer. Negotiations may be conducted with responsible Offerors who submit offers found to be reasonably like to be selected for award. The District is under no obligation to conduct discussions with any or all Offerors.

36. **PUBLIC WORKS BOND:** performance bonds must meet the requirements of 13-4-18 NMSA, 1978, as amended.

37. **RIGHT TO PROTEST:** The solicitation or the award of an RFQ may be protested as per the APS's Purchasing Department's Protest Procedures.

38. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

39. **\*\*SELLER'S EMPLOYEES AND AGENTS:** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the District. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the District as a result of this Purchase Order.

40. **SITE INSPECTION:** The site(s) referenced in this RFQ are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

41. **SITE FAMILIARITY:** The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.

42. **STATE AND LOCAL ORDINANCES:** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials

or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

43. **\*\*TERMINATION AND DELAYS:** The District may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The District shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion: and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the District, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits. The District shall not be liable for consequential damages. The District may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the District may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the District thereby, including incidental and consequential damages. If after notice of termination, the District determines Seller was not in default, or if Seller's default is due to failure of the District, termination shall be deemed for the convenience of the District. The rights and remedies of the District provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

44. **\*\*TITLE AND DELIVERY:** Intentionally left blank.

45. **WAGE RATES:** A Wage Determination will be obtained in accordance with the requirements of the Contract for Construction Manager at Risk.

46. **\*\*WARRANTIES:** The requirements for warranties and guarantees will be contained in the contract for Construction Manager at Risk, the APS General Conditions, and Division One documents that will be provided to qualified Offerors at Phase two of this procurement.

47. **\*\*WORKERS COMPENSATION:** No workers compensation insurance has been or will be obtained by APS on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

48. **WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Seller will cooperate with the District and other contractors and coordinate their work involving other contractors through the Districts' authorized representative.

## SECTION III SCOPE AND EVALUATION CRITERIA

### 1.0 INTRODUCTION

Alamogordo Public Schools (APS or the District) will be accepting Construction Manager at Risk (CM at Risk, CMAR, CMR) qualification statements from licensed and experienced construction firms interested in providing CM at Risk services for the construction of **Holloman Middle School**.

APS intends to award this component of the project (CM at Risk) pursuant to the Educational Facility Construction Manager at Risk Act (Section 13-1-124.1 through 13 -1-124.5 NMSA 1978).

The **first step** in the CM at Risk solicitation and award process is issuing this Request for Qualifications (RFQ). **Please note that this is an RFQ only. No additional information beyond a firm's qualification to perform as CM at Risk is required at this time.** Submittals shall be in accordance with Section 6.1 of these instructions. A Selection Committee will review each Respondents Statement of Qualifications received in response to this RFQ to determine compliance with the minimum qualifications as set forth in the Educational Facility Construction Manager at Risk Act.

The **second step**, utilizing the criteria set forth in Section 6.1, the Selection Committee will evaluate the Statements of Qualifications from the Respondents and identify the most qualified Respondents who will then be sent a Request for Proposal (RFP) for Fee, General Conditions and Pre-construction Services.

At that time, the Selection Committee will evaluate the RFP submittals and conduct interviews with the three highest ranked Respondents.

After conducting interviews and after considering the factors listed in Section 6, the Selection Committee shall rank the Respondents and recommend one firm for selection that it feels would be most beneficial to APS.

### 1.1 Minimum Qualifications

The minimum qualifications for the Construction Manager at Risk are:

- a. A contractor's license for the type of work to be performed, issued pursuant to the Construction Industries Licensing Act;
- b. Registration pursuant to Section 13-4-13.1 NMSA 1978 "Public Works Contract(s); Registration of Contractors and Sub-Contractors"; and
- c. A minimum bonding capacity in the amount of 100% of the Established Guaranteed Maximum Price (GMP).

Additional qualifications are described in Section 6.0 below.

### 2.0 SCOPE OF WORK

The Scope of Work under this solicitation is separated into three steps. The known specifics of each steps of the work follow.



### **General funding information for the project.**

The total anticipated project budget is \$45,000,000, funded in part by Alamogordo Public Schools and United States Federal Funding Grant Award. Build America, Buy America as required by the buy American provision requires all products must be of domestic origin as required by [CFR 25.602.2](#). In addition to the New Mexico Statutes Annotated (NMSA) and the State of New Mexico Procurement Code, this procurement will be governed by the Code of Federal Regulations (CFR) Any provisions in the Inflation Reduction Act would also govern the procurement.

**General Description:** The APS Holloman Middle School Project will consist of Construction of new replacement facility on an occupied campus to be approximately 52,178 SF to serve 300 students grades 6-8. Final building area and student county will be determined based on visioning and programming. New school will be located on the existing Holloman Middle School campus and the existing elementary and middle school facilities will remain operational during construction. Scope also includes:

- New outdoor learning studios to include a learning pavilion with themed outdoor classrooms, artificial turf playfields, soft surfaces sports courts, discovery habitat and pollinator gardens, and group gathering spaces between the new middle school and Holloman Elementary School.
- Demolition of the existing Holloman Middle School
- LEED Certification
- WELL Building Certification

1) **Location:** Holloman Middle School Existing Campus

2) **Maximum Allowable Construction Cost (MACC)** for the APS Holloman Middle School total project budget is set at \$59,610,471 with an anticipated Guaranteed Maximum Price of \$45,000,000.

### **3.0 PROPOSED SCHEDULE FOR SELECTION AND THE WORK**

The following is a general schedule, subject to revision, for the selection of this Construction Manager at Risk:

#### **3.1 Schedule for Selection.**

Request for Qualifications (RFQ) advertised **Sunday, July 9, 2023**

Mandatory Pre-Submittal Meeting, **July 18, 2023** at 2:00 P.M. MDT

Date for final questions, **August 3, 2023** at 2:00 PM. MDT

Final Addendum, **August 4, 2023**

RFQ Due at 3:00 P.M. MDT, **August 11, 2023**

Selection Committee Meets to evaluate RFQ, **August 14, 2023**

School Board meeting, **August 16, 2023**

Release Request for Proposals (RFP) for Fee and Specified General Conditions sent to qualified firms, **August 17, 2023**

RFP due at 2:00 P.M, MST **September 19, 2023**

Interview and Selection meeting, **TBD**

School Board meets, **TBD**

### 3.2 Schedule for Design

Program, **scheduled completion July 14, 2023**  
Schematic design, **scheduled completion October 13, 2023**  
Design Development, **scheduled completion January 12, 2024**  
Construction Documents, **scheduled completion May 3, 2024**

### 3.3 Schedule for MACC Negotiation, GMP Amendment.

Construction Documents provided to CM for pricing, **July 11, 2024 (Final GMP)**  
*early work packages to be considered during design.*  
MACC Negotiations concluded, **TBD.**  
GMP Amendment executed, **TBD.**

### 3.4 Schedule for Subcontract Buyout and Construction.

Construction Documents delivered to CM at Risk  
for Sub-contract buy-out, **scheduled for TBD**  
NTP and Construction begins, **Scheduled for after July 2024** *early work packages to be considered during design.*  
Substantial Completion, **TBD**  
Final completion, **scheduled for Fall 2025**

## 4.0 SPECIFIC PROJECT REQUIREMENTS AND DELIVERABLES

The CM at Risk shall actively participate as a member of the project team with the District and the Architect of Record beginning with design concept and constructability reviews and construction cost estimating at the end of the Schematic Design phase and continuing through construction and commissioning of the project. The purpose of these pre-construction and construction responsibilities is to provide the expertise necessary to ensure that the program objectives are realized, and the project budget and schedule are met, resulting in an integrated project delivery value engineered for the best value to APS.

APS requires a dynamic, ongoing estimating and constructability effort, in addition to that provided at project design milestones, to coincide with the development of the design and documents. Estimating and constructability reviews will be an ongoing effort. The design phase will be fast-paced and APS will need ‘real-time’ feed-back. The CMAR is an integral part of the team and carries a **leadership role** in estimating and constructability review efforts, requiring early and active participation. The highest degree of professional effort is expected to optimize the process.

The CM at Risk shall provide pre-construction services, including, but not limited to attending and participating in design meetings with the District and Architect of Record; identifying safe work practices and requirements for construction; assessing and recommending site logistics requirements; recommending phasing and sequencing of the work; construction scheduling; cost estimating; assessing alternative construction methods and products for Value Engineering and life cycle cost considerations; and, participating in the District’s phased design and construction document reviews.

The CM at Risk shall propose a Guaranteed Maximum Price (GMP), which shall be the sum of the estimated cost of the Work (MACC), its Preconstruction Fee and its proposal for General Conditions and Construction Manager's fee. The CM at Risk shall indicate the percentage of the GMP that it will perform with its own work forces.

The CM at Risk, in cooperation with the District, shall seek to develop subcontractor interest in the project, conduct pre-bid or pre-proposal meetings, advise the District about bidding or proposals, evaluate submissions by responsible bidders and Respondents, and enter into subcontracts for the execution of the Work.

The CM at Risk shall manage and superintend the Work.

## **5.0 COMPOSITION OF THE SELECTION COMMITTEE**

The Selection Committee will be composed of District staff and a representative from Dekker Perich Sabatini as a technical advisor (non-voting member).

## **6.0 EVALUATION OF QUALIFICATIONS AND PROPOSAL**

The requirements for the Statement of Qualifications, Proposals and Interview are set forth below. The weight the Selection Committee will give each factor in their review of the qualifications and proposals are provided. The Selection Committee may, at its option, request additional information to determine a Respondent's responsibility if the need arises during the Selection Committee's evaluation of qualifications and proposals.

### **6.1 Requirements for providing responses to Request for Qualifications.**

Each Respondent must reply to the questions listed below in the order asked. Brevity is preferred. Pay attention to specific requests for information.

Proposer can upload their submission to the APS vendor Registry via the following link: <https://vrapp.vendorregistry.com/Bids> (preferred).

If the Proposer's proposal is being mailed or delivered to the APS District Offices, the Proposer is required to submit ONE (1) original and FIVE (5) copies of their proposal and the required supporting documentation. The proposer is required to submit an electronic copy of the proposal on a flash drive if the proposal is being mailed or delivered to the APS District Office. If the Proposer considers any part of its proposal material to be proprietary technical or business information, such material shall be prominently and clearly marked as "proprietary" or "Trade Secret." ***Proposers submitting electronically through vendor registry are not required to submit physical copies.***

The submittals shall be organized in a manner that will enable the CM at Risk Selection Committee to quickly access pertinent information. Submit copies of the Statement of Qualifications by mail or messenger, no later than 3:00 PM, August 11, 2023

Alamogordo Public Schools (physical address)  
Attn: Marie Bouma, Chief Procurement Officer  
1211 Hawaii Ave  
Alamogordo, NM 88310

**est:** Respondents shall submit a letter of interest signed by a Principal of the firm. The letter of interest shall be no more than two (2) pages long. The letter of interest shall forward the information requested in Section IV.

The following are the components Respondents need to address to the best of their ability for review by the Selection Committee.

**Qualifications:**

**Maximum of 55 points**

- a. **Past Performance of the Respondent in completing CM at Risk projects or projects with a Guaranteed Maximum Price (5 Points).** What has been the experience of your firm in completing CM at Risk projects or projects with a Guaranteed Maximum Price? Provide a list of three equivalent completed projects. For each project provide the duration of construction, the final cost, a reference who is familiar with your firm's performance on the listed project and note if any of the individuals named in your project team for the Holloman Middle School participated as members of the project team on the listed project.
- b. **Past Performance in completing similar projects (10 Points).** What has been the experience of your firm in completing renovation/reuse projects of a similar size and type to this project? Provide a list of three completed projects. For each project listed, provide the duration of construction, the budgeted project cost, the final project cost, a description of the pre-construction services performed by your firm, a reference who is familiar with your firm's performance in completing the project, and note if any of the personnel presented in your project team for this Holloman Middle School project participated as members of the project team for the listed project.
- c. **Presentation of the Project Team (10 Points).** Describe the organization that you feel is appropriate for the project during the preconstruction, procurement, construction and closeout phases. Identify the personnel or consultants that will serve in those roles and provide their qualifications, experience and hourly rate (for preconstruction services) for each.
- d. **Concept of the Proposal (12 Points).** Discuss the major challenges you envision the Project Team will encounter in completing the work for this project. How would your firm address those challenges? In addition, provide your firm's plan to address the following contractual responsibilities of the CM at Risk:
  - 1.) Preconstruction Services, including estimating, scheduling, constructability reviews, logistics and phasing planning and value engineering;
  - 2.) Procurement Management including developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and suppliers, receiving and evaluating bids and proposals, and entering into contracts;
  - 3.) Construction Management Services including services to ensure a quality product is delivered on time and within budget;

- 4.) Safety and Site Management including the services to be rendered and plans to be developed in connection with worker safety, hazardous material control, fire protection, emergency medical response and site security;
  - 5.) Commissioning and start-up services to ensure that all building systems are in full operation at substantial completion; and,
  - 6.) Project Closeout Services to ensure that as-built documentation is accurate, maintenance and operation manuals are complete, warranty and guarantees are provided, and District personnel are trained in the maintenance and operation of the facility.
- e. **Ability of the Respondent to meet time and budget requirements (3 Points).**  
Provide the following additional information for each of the three projects listed in your firm's response to 6.1 b. above:
- 1.) Owner's original construction estimate;
  - 2.) Original guaranteed maximum price;
  - 3.) Final Contract Cost;
  - 4.) Original completion date; and,
  - 5.) Actual date of Substantial Completion.
- f. **Respondent's experience and utilization of subcontractors and material suppliers on federal projects (5 Points).** Demonstrate your firm's experience in successfully completing federally funded construction projects. Indicate your firm's familiarity with the procurement process and construction requirements for federally funding projects on and off government military bases.
- g. **Recent, current and projected workloads (2 Points).** What has been your firm's annual volume (in dollars) of construction for the past five years? What is your firm's anticipated volume for the current year and what is your plan for the next two years? How would your firm's participation in this project affect that plan?
- h. **Sustainability Capabilities (3 Points).**
- 1) Has your firm completed any projects that are Certified by Completion Date the U.S Green Building Council (USGBC) for their LEED program? List all LEED Certified or Registered projects; by Project Title, Location, Project LEED Certification Level and Completion Date
  - 2) Does your firm employ any Accredited Professionals in the USGC Program (LEED AP). List all Accredited Professionals by Name, Project Title and Location, Project LEED Team Role/Duties and Year Accredited.
  - 3) Has your firm completed any projects that are Certified by Completion Date the International Well Building Institute (IWBI) for WELL Projects? List all WELL Certified or Registered projects; by Project Title, Location, Project WELL Certification Level and Completion Date
  - 4) Does your firm employ any Accredited Professionals in the IWBI, WELL AP Building Standard? List all Accredited Professionals by Name, Project Title and Location, Project WELL Team Role/Duties and Year Accredited.

- i. **Project Warranty Correction Period (5 Points)** Additional points shall be awarded to contractors RFQ Submission Score if a minimum 2-Year extended warranty is guaranteed after substantial completions is achieved on the Holloman Middle School Project. What has been your firms experience in the extended warranty period for more than 1 year term commitments? Would you firm guarantee a minimum 2-year warranty?

## **6.2 Request for Proposals (RFP):**

## **Maximum 20 Points**

The Selection Committee will select Offerors based upon its review of the Statements of Qualifications submitted in response to this RFQ and ask those selected to respond to a Request for Proposals (RFP) for Contractor Fee, Pre-construction Services and General Conditions.

Respondents asked to submit proposals shall submit three proposal numbers on a proposal form to be provided. The first number shall be for the “Contractor’s Fee”, the second shall be for “Pre-construction Services and the third for “General Conditions Work.” The terms “Contractor’s Fee”, “Pre-construction Services” and “General Conditions Work” will be specifically defined in the Request for Proposals (RFP) to be provided to those Respondents who are deemed qualified.

Respondents will state the Contractors Fee as a percentage and multiply it by the estimated “MACC” (Estimated Maximum Allowable Construction Cost) indicated in the RFP to determine a single lump sum number for the dollar amount for Contractor’s Fee. The dollar amount of the Contractor’s Fee will be added to the proposed amounts for General Conditions Work and Pre-construction Services to determine the Respondent’s Total Proposal.

## **6.3 Interview**

## **Maximum of 25 points**

After evaluating the Statements of Qualifications received in response to this Request, and after receiving and scoring the Proposals described in paragraph 6.2 above, the Selection Committee will invite up to three of the highest-ranking Respondents for interviews.

Should your firm be invited to an interview, questions will be directed to your proposed Project Team. At a minimum, the corporate executive dedicated to the project, the project manager, the project superintendent, and other key individuals responsible for pre-construction services and safety during construction must be in attendance. In addition to presenting their qualifications, experience and approach to the project, the Project Team will be expected to respond to questions from the Selection Committee as well as to additional questions that may be posed in the letter inviting your firm to the interview.

## **6.4 FINAL SELECTION**

After conducting interviews with the highest-ranked Respondents and after considering the requirements for selection listed above, the Selection Committee will individually score each of the Respondents interviewed. The Selection Committee will then rank the Respondents to determine which Respondent would be the most beneficial to the District for selection. That Respondent will be sent a proposal for Preconstruction Services. If the District is successful in

negotiating an agreement for preconstruction services with the highest-ranked Respondent that it believes is fair and reasonable, a contract will be awarded to that Respondent.

Should the District be unable to negotiate a contract with the Respondent initially identified as the most qualified that the District, within its sole discretion, determines to be fair and reasonable, the District will terminate its negotiation with the highest ranked Respondent. The District shall then undertake negotiations with the second most qualified Respondent as determined by the Selection Committee. If the District is unable to negotiate a contract with the second most qualified Respondent that the District, within its sole discretion, determines to be fair and reasonable, negotiations with that Respondent shall be formally terminated. The District shall then undertake negotiations with the third most qualified Respondent as determined by the Selection Committee. Should the District be unable to negotiate a contract with any of the Respondents recommended by the Selection Committee that the District, within its own discretion, determines to be fair and reasonable, additional Respondents shall be ranked by the Selection Committee and the District shall continue negotiations until a contract is signed with a qualified Respondent or the procurement process terminated.

#### **7.0 PROPOSED CONTRACT**

Alamogordo Public Schools Contract for Construction Manager at Risk will be the contract form. A copy of that document will be provided in the Request for Proposals.

#### **8.0 RELATIONSHIP AND OBLIGATIONS OF THE PARTIES**

The CM at Risk accepts the relationship of trust and confidence established with the District by the Agreement referenced in Section 7.0 above and covenants with the District to furnish the CM at Risk's greatest skill and judgment and to cooperate with the Architect in furthering the interests of the District. The CM at Risk shall furnish construction administration and management services and use its best efforts to complete the project(s) in an expeditious and economical manner consistent with the interests of the District. The District shall endeavor to promote harmony and cooperation among the District, Architect of Record, CM at Risk and other persons or entities employed by the District working on the Holloman Middle School project.

#### **9.0 NEGOTIATION OF THE MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC) and ESTABLISHMENT OF THE GUARANTEED MAXIMUM PRICE (GMP).**

**When the District and the CM at Risk mutually agree that drawings and specifications are sufficiently complete for the CM at Risk to provide a Guaranteed Maximum Price (GMP) for the Work, the CM at Risk shall provide an estimate of the Cost of Work to the District for review and negotiation. If the CM at Risk and the District mutually agree on the amount the CM at Risk has proposed, or if they agree on another amount, the estimated cost of the Work as agreed shall become the MACC for the project. The GMP shall be the sum of the Preconstruction Fee, Maximum Allowable Construction Cost and the Contractor's Fee and General Conditions as proposed. The CM at Risk shall provide a payment and performance bond in the amount of the GMP, whereupon, the District and the CM at Risk will execute an Amendment to the CM at Risk Contract revising the Contract Sum to the full amount of the GMP (the GMP Amendment).**

**10.0 PROPOSAL GUARANTEE**

Firms that are selected to submit proposals for Contractor's Fee and Specified General Conditions as described in Section 6.2 above shall furnish a Request for Proposal bond in the amount of 5% of the Total Proposal as required by Section 13-1-146 NMSA 1978.

**11.0 NOTIFICATION OF UNSUCCESSFUL RESPONDENTS**

After a contract is awarded, the District will make the names of all Respondents and the names of all Respondents selected for interview available for public inspection along with the Selection Committee's final ranking and evaluation scores. Respondents who were interviewed but not selected for contract award will be notified in writing within fifteen calendar days of the award.



**SECTION IV  
PROPOSER QUALIFICATIONS  
HOLLOMAN MIDDLE SCHOOL**

**Request for Qualifications No.: 2024-001**

**Firm Name:** \_\_\_\_\_

**Type of firm:**

( ) Corporation: State of Incorporation: \_\_\_\_\_

( ) Sole proprietorship

Year firm was established: \_\_\_\_\_

Parent company (if applicable): \_\_\_\_\_

All former firm names during past 10 years: \_\_\_\_\_

**License Information**

**a.** Does your firm hold a contractor's license for the type of work to be performed issued pursuant to the Construction Industries Licensing Act?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide the following information about the contractor's license.

1. Name of license holder exactly as on file with the State of New Mexico CID:
2. License classification:
3. License code:
4. License number:
5. Date issued:
6. Expiration date:

**b.** Is your firms' contractor's license **free** of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Registration**

**a.** Does your firm hold valid Registration pursuant to Section 13-4-13.1 NMSA 1978 "Public Works Contracts; Registration of Contractors and Sub Contractors".

Yes \_\_\_\_\_ No \_\_\_\_\_

**Financial Data**

**a.** Is Current profit ratio for the past two of three years greater than 1.0?

Yes \_\_\_\_\_ No \_\_\_\_\_

**b.** Is net profit positive for the past two of three years?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Surety**

**a.** Provide the following information on all surety companies utilized since 2023.

Surety name: \_\_\_\_\_

Surety telephone number: \_\_\_\_\_

Period covered by surety: \_\_\_\_\_ to \_\_\_\_\_

Maximum amount of bonding capacity provided by surety to your firm: \$ \_\_\_\_\_

**b.** Is your firm **free** of having been taken over by surety for completion in the past **five** years?

Yes \_\_\_\_\_ No \_\_\_\_\_

c. Is the surety company to be used on this construction contract licensed to do business in the State of New Mexico?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide the name and telephone number of the surety to be used on this construction contract.

Surety name: \_\_\_\_\_

Surety contact name: \_\_\_\_\_

Surety telephone number: \_\_\_\_\_

d. Is your firm able to obtain bonding in the amount required for this construction contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

### Safety

a. Is your workers' compensation Experience Modification Rate (EMR) less than 1.0 for each of the past **five** years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide verification from your worker's compensation carrier.

b. Does your firm have a written safety program compliant with State regulations?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide **one** copy of the written program and state the names of key safety personnel, including the designated lead safety program manager, who will be assigned and individually list their specific duties.

### Claims History

Has your firm during the past **five** years been **free** of a determination by a court of competent jurisdiction that it filed a false claim with any Federal, State, or local government entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

### Prior Debarment

Is your firm **free** of being formally debarred from performing public works projects in the State of New Mexico *or* any other jurisdiction?

Yes \_\_\_\_\_ No \_\_\_\_\_

### Labor Code Violations

Has your firm during the past **five** years, been **free** of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?

Yes \_\_\_ No \_\_\_

### Verification of the Maximum Allowable Construction Cost (MACC)

Has your firm reviewed the MACC for this project and found it to be reasonable for the Scope of Work described in the Request for Qualifications?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please provide an explanation in the space provided below.

### CONTRACTOR'S COMMENTS

Use this area or an attached sheet to provide further explanation of the answers to any questions asked in this Qualifications Questionnaire.

# Appendix A

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

### **Note: Submit with Transmittal Letter/Technical Proposal**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE:**

The following definitions apply:

“Applicable Public Official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made By:

\_\_\_\_\_  
Relation to Prospective Contractor:

\_\_\_\_\_  
Name of Applicable Public Official on the District Board of Education:

(Note: List Board of Education Member(s) here)

Date Contribution(s) Made:

\_\_\_\_\_  
Amount(s) of Contribution(s):

\_\_\_\_\_  
Nature of Contribution(s):

\_\_\_\_\_  
Purpose of Contribution(s)

\_\_\_\_\_  
(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

Title (position) \_\_\_\_\_

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

Title (position) \_\_\_\_\_

# APPENDIX B

## PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

No employee or Board of Education member of the Alamogordo Public School District has a direct or indirect interest in the prospective Contractor or in the proposed transaction (unless prospective Contractor is publicly traded company and the employee or Board of Education member's interest is less than one percent of the prospective Contractor).

Prospective Contractor neither employs nor is negotiating to employ any employee or Board of Education member of the Alamogordo Public School District.

Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the prospective Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in prospective Contractor, please identify legislator:

\_\_\_\_\_

List below the name and social security number of any employee of the prospective Contractor or person assisting in the proposed transaction in any way who was an Alamogordo Public School District employee within the preceding 12- month period.

_____	_____
_____	_____
_____	_____

### Certification

The undersigned hereby certifies that he/she has read the Conflict of Interest requirements as set forth in § 10-16-1 NMSA 1978 et seq. and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the prospective Contractor named below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ City: \_\_\_\_\_

# APPENDIX C

## DEBARMENT/SUSPENSION CERTIFICATION FORM

The prospective Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with any Federal department or agency or with any department or agency of the State of New Mexico, or in receipt of a notice or proposed debarment from any Federal or Public State Agency. The prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract. If prospective Contractor is awarded a contract, prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any Federal or State Department Agency, or upon receipt of a notice of proposed debarment/suspension that is received at any time during the term or any renewal term of the contract.

The undersigned hereby certifies that prospective Contractor understands and will comply with these requirements, including the requirements of 22 CRF Part 513 and § 13-1-177 NMSA 1978 et seq. and any amendments thereto. The undersigned further certifies that he/she has the authority to certify compliance for the prospective Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Where the prospective Contractor is unable to certify to any of the statements in this certification, the prospective Contractor shall attach an explanation to this proposal.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Name Typed/Printed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_